DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter "RDA"), and Las Vegas ICE, LLC, a Nevada Limited Liability Corporation (hereinafter "DEVELOPER"), on the terms and provisions set forth below. RDA and DEVELOPER may be referred to herein singularly as a "Party" and collectively as the "Parties". This Agreement shall be effective on the date ("Effective Date") which the City of Las Vegas Redevelopment Agency Board ("RDA Board") and the City Council of the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City Council") approves the execution of this Agreement.

RECITALS

A. The RDA is the owner of the Site (defined below);

B. The RDA desires to sell to Developer, and the Developer desires to purchase from the RDA, five (5) parcels of land as described in Section 2 below (the "Site");

C. In response to GSA Solicitation Number **8NV2013**, Developer intends to construct a five-story class A office building of approximately 60,000 square feet, including 158 spaces in a five story parking structure, to lease to the General Services Administration (the "GSA") for the administrative and executive offices of the U.S. Immigration and Customs Enforcement Agency (ICE) for a minimum lease term of fifteen (15) years and for not less than approximately 58,909 square feet of leasable area (the "Project").

D. In consideration of Developer's agreements set forth herein, RDA has agreed to sell the Site to Developer on the terms and conditions set forth herein.

E. The Parties desire to set forth in this Agreement the terms and conditions of the sale, purchase and development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of the Site which is included within the boundaries of the Redevelopment Plan.

The redevelopment of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

This Agreement is subject to the provisions of the Redevelopment Plan that was approved and adopted on March 5, 1986, by the City Council of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements. The Redevelopment Area is located in the City and the exact boundaries thereof are specifically described in the Redevelopment Plan.

2. THE SITE. The Project is to be developed on five (5) parcels generally located at the southeast corner of Las Vegas Boulevard and Clark Avenue, consisting of approximately 40,946.40 square feet (approximately 0.94 acres):

139-34-310-061 - 501 S. Las Vegas Boulevard
139-34-310-062 - 507 S. Las Vegas Boulevard
139-34-710-001 - 500 S. 6th Street
139-34-310-076 - (no site address)
139-34-310-063 - 508 S. 6th Street

The Site is depicted on **Exhibit "A"** and is described more particularly in **Exhibit "B"** attached hereto and hereby made a part of this Agreement.

The sites current use is a paved city-owned parking lot with parking meters, bumper blocks, jersey rails, signs, and other miscellaneous site improvements. The city reserves the right to remove these items within ten (10) days of closing.

3. PARTIES TO THIS AGREEMENT

(a) The RDA is a public body organized and existing under the community development laws of the State of Nevada. The principal office of the RDA is located at 400 Stewart Avenue, Las Vegas, Nevada 89101.

(b) The Developer is LAS VEGAS ICE, LLC, a Nevada limited liability company. The principal office of the Developer is located at 5655 S. Yosemite Street, Suite 301 Greenwood Village, CO 80111. Wherever the term "Developer" is used herein, such term shall include any assignee as herein provided.

(c) Pursuant to Resolution RA-4-99 adopted by the governing board of the RDA effective October 1, 1999, Developer has disclosed on the form attached hereto as Exhibit "C" all principals, including board members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer. Developer shall provide the RDA with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of the Developer are of particular concern to the RDA, and it is because of such qualifications and identity that the RDA has entered into this Agreement with the Developer. The Developer agrees that:

(i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein, and

(ii) except as may otherwise be permitted hereunder, the Developer shall not assign all or any part of this Agreement without the prior written approval of the RDA.

(e) This Agreement may be terminated by the RDA if there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require the RDA's approval hereunder:

(i) A transfer to any person or entity in which the Developer has a minimum of fifty-one percent (51%) of the ownership interest and management control;

(ii) A transfer resulting from the death or mental or physical incapacity of an individual;

(iii) A transfer or assignment in trust for the benefit of a spouse, children, grandchildren, other family members or for charitable purposes; and

(iv) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust.

4. PURCHASE PRICE AND ACQUISITION OF SITE. The RDA agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Two Million Eight Hundred Seventy Thousand Dollars ($2,870,000) ("Purchase Price"). Developer has deposited Fifty-Seven Thousand Four Hundred Dollars ($57,400) with Nevada Title Company as escrow deposit and the balance of the Purchase Price shall be paid by Developer at the Closing (defined below).

5. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to the RDA's obligation to consummate the Closing:

(a) The Developer has submitted evidence of the execution of the lease # GS-09B-02592 ("Lease") between the Developer and the GSA to RDA acceptable to the RDA , provided that such approval shall not be unreasonably withheld.

(b) The Developer has submitted to the RDA an employment plan in accordance with the RDA Employment Plan Policy (adopted April 6, 2011) from Developer and the GSA, and the RDA has acknowledged in writing that the plan is acceptable.

(c) Developer is proceeding with development of the Site, as more particularly described in Section 6, and proceeding toward achieving issuance of all necessary building permits for the Project by the City's Department of Building and Safety, all to the reasonable satisfaction of the RDA.

(d) Prior to the Close of Escrow and no later than the time specified in the Schedule of Performance, Developer shall submit to the RDA evidence satisfactory to the RDA that Developer has firm and binding commitments for the equity capital and construction financing necessary for development of the Site. Such financing shall be subject to the approval of the RDA which approval will not be unreasonably withheld, conditioned or delayed.

Failure of any foregoing condition precedent shall, at the RDA's option, cause this Agreement to terminate whereupon the Deposit (hereinafter defined) shall be returned to Developer by the Escrow Agent, the escrow shall be cancelled and the Parties shall thereafter be released from all obligations hereunder.

6. SITE DEVELOPMENT. The Parties agree that it is their intent that the Site be developed as follows:

(a) The development on the Site will be a five-story class A office building of approximately 60,000 square feet with structured parking for lease to the General Services Administration for administrative and executive offices of the U.S. Immigration and Customs Enforcement Agency (ICE) for a minimum lease term of fifteen (15) years and for no less than approximately 58,909 square feet of leasable area. Developer shall submit to the RDA a written progress report once every four (4) weeks after the Effective Date describing the status of Developer's performance since the preceding report, including any reports and studies completed, permits obtained, and the expected progress to be made in the next succeeding period.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable local, state, and federal laws.

(c) The Project will be built in accordance with the Site Plan attached hereto as **Exhibit "D"**. The Site will be developed in conformance with the "Scope of Development" attached hereto as **Exhibit "E"** within the time set forth in the "Schedule of Performance" attached hereto as **Exhibit "F".** Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the RDA for review and written approval basic concept drawings and related documents containing the overall plan for development of the Project. The basic concept drawings shall conform to this Agreement, including the Scope of Development and this Section. The RDA shall approve or disapprove of the basic concept drawings within the time established in the Schedule of Performance. If the RDA shall fail to approve the basic concept drawing within such time, all subsequent time periods in the Schedule of Performance shall be extended by the number of additional days required to obtain such approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the basic concept drawings and related documents except as changes may be mutually agreed upon between the Parties. Any such changes shall be within the limitations of the Scope of Development.

(d) The Site will be developed within the time schedule set forth herein and in the Schedule of Performance. Developer agrees that, in all events, within six (6) months after the Closing, the Developer will begin construction and will complete such construction within eighteen (18) months after commencement of construction, as evidenced by the City's issuance to the Developer of a Certificate of Completion, the form for which is attached hereto as **Exhibit "G"**. Commencement of construction shall be evidenced by the pouring of the footings by Developer for the Project, as determined by an inspection completed by the City's Building Official, or by his designee. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(e) The Developer will be responsible for the installation, at its expense, of all onsite and offsite improvements required by all applicable local, state, and federal laws in connection with the development of the Project, including, but not limited to, sidewalks and driveways, on-site utilities, sewer lines, and other on site improvements.

(f) The Developer shall complete and submit to the RDA an application for a site development plan review for a site plan consistent with the basic concept drawings.

(g) The RDA shall sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the site development plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, electrical plans, plumbing plans, or any other plans required by local, state, or federal law required to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application or other connection fees due to the RDA, City or any other local, state, or federal agency or organization having regulatory authority over the Project, including, but not limited to, Las Vegas Valley Water District, Southern Nevada Water Authority, Nevada Power and Southwest Gas.

(h) Prior to any entry upon the Site for the purpose of conducting any tests or studies, the Developer shall furnish or cause to be furnished to the RDA duplicate originals (or certified copies) or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming the RDA as additional insured or co-insured.

(i) For the purposes of assuring compliance with this Agreement, representatives of the RDA shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the RDA shall be those who are so identified in writing by the RDA.

(j) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the RDA) the RDA, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Developer.

(k) Failure on the part of the Developer, after Closing, to comply with the provisions of this Section shall constitute a default under Section 23 of this Agreement and entitle the City to exercise its right to reenter and repurchase pursuant to Section 11, provided any such failure to comply is not cured for a period of thirty (30) calendar days after written notice thereof from the RDA. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure.

7. FORM OF DEED. The RDA shall convey to the Developer fee simple title to the Site in the condition provided in Section 13 by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with **Exhibit "H"**.

8. EARNEST MONEY DEPOSIT. Developer has deposited Fifty-Seven Thousand Four Hundred Dollars ($57,400) in earnest money with the Escrow Agent. The Deposit shall be invested in an interest bearing account and shall be refundable to Developer should this transaction fail to close, unless such failure is the result of a material default by Developer. Such earnest money deposit, along with all earnings thereon is referred to in this Agreement as the "Deposit".

9. ESCROW

(a) The parties agreed to and have opened escrow 09-12-0073-KR with Nevada Title Commercial Division, ("Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of the RDA and executed by the RDA, or by the designee of the RDA, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the RDA. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) Not later than two (2) business days prior to the Closing Date (hereinafter defined), Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs:

(i) the balance of the Purchase Price less the Deposit;

(ii) ½ of the escrow fee;

(iii) the recording costs for the Deed;

(iv) any state, county or city Real Property Transfer Tax ((RPTT);

(v) ½ of the CLTA owner's policy of title insurance in the amount of the Purchase Price;

(vi) Any additional premium for ALTA title insurance coverage should Developer elect to obtain an ALTA title insurance policy;

(vii) any inspection fee charged in connection with the ALTA title policy; and

(viii) the cost of any title insurance endorsements Developer elects to obtain.

(c) The RDA shall pay the cost of:

(i) ½ of the CLTA owner's policy of title insurance in the amount of the Purchase Price; and

(ii) ½ of the escrow fee.

(d) Not later than two (2) business days prior to the Closing Date, the RDA will deposit with the Escrow Agent the following:

(i) The Deed duly executed and acknowledged by the RDA and in recordable form;

(ii) The Irrevocable Escrow Instructions (hereinafter defined) executed by the RDA;

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered;

(iv) An affidavit that evidences that the RDA is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, in the Escrow Agent's standard form; and

(v) A declaration of value in the form required by Clark County to record the Deed.

(e) Not later than two (2) business days prior to the Closing, Developer shall deposit and deliver to Escrow Agent the following items:

(i) The Quitclaim Deed (hereinafter defined) duly executed and acknowledged by Developer;

(ii) The Irrevocable Escrow Instructions executed by the Developer; and

(iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(f) The Escrow Agent is authorized and instructed to:

(i) charge the Parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site to the Developer, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow;

(ii) disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties;

(iii) obtain and charge the Developer all of the premiums and amount by which the cost of any ALTA title insurance policy exceeds the cost of a CLTA policy and the cost of any endorsements thereto requested by Developer;

(iv) hold the Quitclaim Deed and Irrevocable Escrow Instructions until completion of Project as evidenced by a Notice of Completion; and

(v) record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(g) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to the Developer as provided elsewhere herein.

(h) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither Party shall have fully performed the acts to be performed by it on or before the Closing, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of either Party to specific performance.

(i) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(j) Any amendment of these escrow instructions shall be in writing and signed by both Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the either Party shall be directed to the addresses and in the manner established in the notice section of this Agreement for notices, demands and communications between the Parties.

(k) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

(l) Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

10. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

(a) Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by the RDA, purchase and conveyance to the Developer of title to the Site ("Closing") shall be completed on or prior to but no later than October 1, 2011 ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the Closing is subject to the fulfillment or waiver by the Developer of each of the following conditions precedent, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to Closing:

(i) the RDA shall not be in violation of any of its material obligations under this Agreement;

(ii) the Developer has received from the RDA and other applicable governmental bodies and other third parties all permits, consents and approvals that Developer believes are necessary or desirable for the successful construction and operation of the Project;

(iii) the RDA has made all deposits required of the RDA pursuant to Section 9(d) above; and

(iv) Developer has not elected to cancel this Agreement pursuant to Section 14 below.

(c) Notwithstanding any other provision of this Agreement, the RDA's obligation to proceed with the Closing is subject to the fulfillment or waiver by the RDA of each of the following conditions precedent, which are solely for the benefit of the RDA and which shall be fulfilled or waived prior to Closing:

(i) Developer shall not be in violation of any of its material obligations under this Agreement, and the conditions precedent specified in Section 5 shall have been satisfied or waived by the RDA;

(ii) the Developer has made all deposits required of the Developer pursuant to Section 9(b) above; and

(iii) Developer has not elected to cancel this Agreement pursuant to Section 14 below.

(d) Possession shall be delivered to the Developer concurrently with the Closing, except that limited access shall be permitted before Closing as specifically described in Section 14.

11. RIGHT TO REPURCHASE, REENTER AND REPOSSESS. In addition to and independent of any other remedy available to it, the RDA shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon if,

after Closing and prior to the issuance of all certificates of occupancy for the Project, the Developer does any of the following:

(a) Fails to complete construction of the improvements as required by this Agreement under Section 6 as evidenced by issuance of a Notice of Completion by the City. This is a condition subsequent and not merely a covenant.

(b) Transfers the Site or any part thereof in violation of the Agreement. This is a condition subsequent and not merely a covenant.

(c) Fails or refuses to comply with or to cure the default of any provision of Section 6 for a period of thirty (30) calendar days after written notice thereof from the RDA. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure. This is a condition subsequent and not merely a covenant.

(d) The right to repurchase, reenter and repossess to the extent provided in this Agreement, shall be subordinate, subject to, be limited by and shall not defeat, render invalid or limit any mortgage, deed of trust, sale and leaseback or other security instrument or conveyance for financing not prohibited by this Agreement.

(e) To exercise its right to repurchase, reenter and take possession of the Site, the RDA or its nominee, shall pay to the Developer the Purchase Price minus all fees associated with close of escrow; the amount needed to repay any liens, encumbrances or other security instruments held against the Site for the purpose of financing the construction of improvements thereon so as to enable the RDA to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

(f) For the purpose of implementing the provision of the Section, at the Closing, the Developer will deliver to the Escrow Agent an executed and acknowledged "Quitclaim Deed" in the form of **Exhibit "I"**. The deposit of this Quitclaim Deed will be accompanied by "Irrevocable Escrow Instructions" in the form of **Exhibit "J"** directed to the Escrow Agent and signed by the Parties. If any of the events authorizing the RDA to repurchase, reenter and take possession of the Site as provided in this Section occur, the RDA may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) calendar days' prior notice to the Developer, to record the Quitclaim Deed to the Site. If the Developer completes construction on or before the time set forth in Schedule of Performance, the RDA shall join with the Developer in instructing the Escrow Agent to return the Quitclaim Deed to the Developer.

12. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by the RDA. The RDA represents and warrants that as of the Effective Date and the date of Closing:

(i) The RDA has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes the legal, valid, binding and enforceable obligation of the RDA;

(ii) By proper action of the RDA, the RDA's signatories have been duly authorized to execute and deliver this Agreement;

(iii) To the RDA's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site;

(iv) To the RDA's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against the RDA which would inhibit the RDA's ability to perform its obligations under this Agreement;

(v) To the RDA's actual knowledge, the execution, delivery and performance of this Agreement by the RDA will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the RDA or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement;

(vi) The execution of this Agreement by the RDA does not violate any provision of any other agreement to which the RDA is a party;

(vii) The RDA has and will convey to Developer good and marketable fee simple title to the Site subject only to the exceptions permitted by this Agreement. Except as shown on the Title Report (hereinafter defined), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims or other matters affecting title or possession of the Property; and

(viii) No labor has been performed or material furnished for the Site, or any part thereof, for which the RDA has not heretofore fully paid or will pay prior to Closing, or for which a mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity.

As used in this Agreement, the term "the RDA's actual knowledge" means the actual knowledge of the executive director of the RDA.

(b) Representations and Warranties of the Developer. The Developer represents and warrants to the City that as of the Effective Date and the date of Closing:

(i) The Developer is a Nevada limited liability company duly organized and existing under the laws of the State of Nevada;

(ii) The Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement;

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement;

(iv) Execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party;

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the Developer or with the performance by the Developer of its obligations hereunder; and

(vi) To the Developer's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

13. CONDITION OF TITLE

(a) The RDA shall convey to the Developer fee simple title subject only to:

(i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site;

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section, or any supplemental report, and which are approved or deemed approved by the Developer in accordance with this Section; and

(iii) Any and all other exceptions, easements, conditions, covenants or reservations, if any, specifically set forth in the Deed and of record as of the Effective Date.

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to the Developer a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. The Developer may obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to the RDA being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site by giving the RDA and Escrow Agent written notice thereof within thirty (30) days of the Effective Date. Failure to give written notice to the Escrow Agent and the RDA by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, the RDA shall have ten (10) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If RDA does not agree to remove any exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to Developer, unless the Developer waives its objection in writing delivered to the RDA and to the Escrow Agent. If the RDA shall agree to remove any exception objected to by the Developer, the RDA shall then have until the date for Closing within which to remove such exception and shall use its best efforts to remove the exception. If despite the use of its best efforts the RDA is unable to remove any exception objected to by the Developer and which the RDA has agreed to remove by the Closing, the Developer may elect as its sole right and remedy to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by Developer; or (ii) waive the objection and proceed to Closing.

14. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have until May 1, 2011 ("Feasibility Review Period") to review the condition of the Site and the feasibility of Developer's development plan of development on the Site, including, without limitation, finalizing the Lease with the GSA for the ICE Offices. Developer's feasibility review will pertain to Developer's review of and satisfaction with the following:

(i) availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof;

(ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site; and

(iii) those items contained in Section 13(b).

(b) The following items shall be provided or made available by the RDA to Developer concurrently with the execution of this Agreement by the RDA; to the extent such items are within RDA's possession or control or are reasonably available to RDA:

(i) any and all surveys and maps of all or any portion of the Site;

(ii) any and all soils condition reports, environmental assessment reports and endangered species and habitat reports on all or any portion of the Site;

(iii) any and all water and sewer studies, engineering studies, zoning information, and marketing studies relating to all or any portion of the Site;

(iv) any and all leases or other contracts or agreements relating to all or any portion of the Site, the availability of utilities or access to all or any portion of the Site, and investigations of any requirements which may be imposed by governmental or quasi-governmental entities and agencies relative to all or any portion of the Site;

(v) any and all plans, specifications, licenses, permits, authorizations and approvals relating to all or any portion of the Site; any and all covenants, conditions and restrictions of all owners' associations with jurisdiction over all or any portion of the Site, and any and all articles of incorporation, bylaws, rules, regulations and public offering statements of any such associations; and

(vi) any and all such other materials, documentation and information concerning all or any portion of the Property required or reasonably requested by Developer in order to perform its due diligence.

(c) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if Developer fails to notify RDA and Escrow Holder of Developer's disapproval of the feasibility of Developer's proposed development of the Site by written notice delivered to RDA no later than the date of expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to this Section, Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither Party will have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to Developer.

(d) During the Feasibility Review Period Developer, and its representative and consultants (including architects and engineers or potential tenants) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as Developer deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies RDA in writing at least forty-eight (48) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer promptly will restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to RDA) the RDA, its affiliates or assignees, which are under the control of the RDA and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by Developer), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by Developer), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify City of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. Developer covenants and agrees upon request of the City to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(e) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer and to pay in full all persons who perform labor upon the Site at the request of Developer, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the RDA) the RDA, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing.

15. TIME FOR CLOSING AND DELIVERY OF DEED. Subject to any mutually agreed upon extensions of time, the RDA shall deposit the Deed with the Escrow Agent pursuant to Section 9. The Parties shall also timely deliver into escrow:

(a) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any;

(b) all documents set forth in Section 9;

(c) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and

(d) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW. Upon the fulfillment of the conditions described in this Agreement, the Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer the Title Policy (hereinafter defined). The recordation of the Deed shall constitute the close of escrow.

17. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 13, and the title insurance policy shall be of the type and in the amount requested by the Developer, and with such endorsements and affirmative coverages as may be required by Developer ("Title Policy"). If Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to Closing. Prior to Closing, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION. The Site shall be conveyed free of any possession or right of possession by any other person except that of approved easements, vacations, or dedications of record, which are mutually agreeable to the Parties.

20. "AS IS" SALE.

(a) Except as otherwise provided in this Agreement, the Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition, with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the RDA makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, except as otherwise provided herein the RDA makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The

Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against the RDA, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws (hereinafter defined) or arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify the City from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the RDA after the conveyance of the Site to the Developer arising in any way from:

(i) the presence of Hazardous Materials at, on, beneath or from the Site; or

(ii) the application of Environmental Laws to the Site.

(c) The Developer agrees that the RDA is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance' pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

21. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. TIME OF ESSENCE. Time is of the essence of this Agreement and every obligation hereunder.

23. DEFAULT AND REMEDIES

(a) In the event the Developer fails to perform any of its obligations required to be performed hereunder prior to Closing, including, without limitation, Developer's obligations under Section 5, or in the event the Closing does not occur by reason of a default by Developer, the RDA may as its sole remedy, by written notice to the Developer and Escrow Agent, terminate this Agreement and receive from Escrow Agent the Deposit as the RDA's liquidated damages for the breach of this Agreement by the Developer. It is expressly understood and agreed between the Parties that the RDA's actual damages for any such breach by the Developer hereunder would be substantial but extremely difficult to ascertain.

INITIALS:
THE RDA: ______
DEVELOPER: ______

(b) In the event of the occurrence of a default or the breach of a covenant, representation or warranty by the RDA occurring prior to the Closing, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies as its sole right and remedy:

(i) to waive such default; or

(ii) to terminate this Agreement; and on such termination, the Deposit will be returned to the Developer and the Parties thereafter shall have no liability or obligation hereunder; or

(iii) to demand specific performance of the RDA's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of the RDA for damages.

(c) In the event of a default under Section 11 by the Developer within five (5) years after the Closing, the RDA may exercise its right to repurchase, reenter and repossess as described in Section 11.

(d) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 14(c) and 14(d) shall survive such termination of this Agreement.

24. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

25. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

26. NO PERSONAL LIABILITY. No official or employee of the RDA shall be personally liable to the Developer for any default or breach by the RDA, for any amount which may become due to the Developer, or for any obligation of the RDA under the terms of this Agreement. No manager, member, officer, or employee of Developer shall be personally liable to the RDA for any default or breach by Developer, for any amount which may become due to the RDA, or for any obligation of Developer under the terms of this Agreement.

27. NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the RDA and the Developer as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to the RDA:	City of Las Vegas Redevelopment Agency Economic and Urban Development Department 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101 Attention: Bill Arent, Director
With a copy to:	City Attorney's Office City of Las Vegas 400 Stewart Avenue, 9th Floor Las Vegas, Nevada 89101 Attention: Teri Ponticello, Esq.
If to the Developer:	Las Vegas ICE, LLC c/o SDA, Inc. The Denver Tech Center 5655 South Yosemite Street, Suite 301 Greenwood Village, Colorado 80111 Attention: Steve Biagiotti

28. SUBSEQUENT RDA APPROVALS. Any consents or approvals of the RDA required or permitted by the terms of this Agreement may be given by the Executive Director of the RDA or such other person that the RDA designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the RDA.

29. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, H, I and J attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the Executive Director or other appropriate authorities of the RDA and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the Executive Director or other appropriate authorities of the RDA and the Developer.

30. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

31. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

32. CAPTIONS AND SECTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

33. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

34. REPORTING PERSON. The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated thereunder) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

35. DATES. If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

36. FURTHER ASSURANCES. Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to

effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

37. EFFECTIVE DATE. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by both Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

Date of RDA Board and City Council Approval:

April 20, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ____________________
OSCAR B. GOODMAN, Chairman

Attest: ____________________
Beverly K. Bridges, MMC Secretary

APPROVED AS TO FORM:

____________________ Esq.
3-30-11 Date

LAS VEGAS ICE, LLC
By: SDA, Incorporated
Its: Managing Member

By: ____________________
Stephen M. Biagiotti, President

LIST OF EXHIBITS

EXHIBIT A
MAP SHOWING THE LOCATION OF THE SITE

EXHIBIT B
LEGAL DESCRIPTION OF THE SITE

PARCEL I:
LOTS FOUR (4), FIVE (5) AND SIX (6) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION, FOR ROAD PURPOSES BY GRANT DEED RECORDED JULY 14, 2004 IN BOOK 20040714, AS DOCUMENT NO. 0001833, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.
PARCEL II:
LOTS ONE (1) THROUGH THREE (3) INCLUSIVE IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION, FOR ROAD PURPOSES BY GRANT DEED RECORDED MARCH 25, 2002 IN BOOK 20020325, AS DOCUMENT NO. 01364, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.
PARCEL III:
LOT TWENTY-SEVEN (27) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND ALL THAT PORTION OF BLOCK "A" OF WARDIE ADDITION LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTHERLY SIDE LINE OF LOT TWENTY-SEVEN (27) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION AND NORTH OF THE EASTERLY PROLONGATION OF THE SOUTHERLY SIDE LINE OF LOT TWENTY-SEVEN (27) BLOCK TWENTY-THREE (23) OF SOUTH ADDITION.
PARCEL IV:
LOTS TWENTY-EIGHT (28) THROUGH THIRTY-TWO (32), INCLUSIVE, IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; AND THAT PORTION OF BLOCK "A" OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LYING BETWEEN THE EASTERLY PROLONGATION OF THE NORTH SIDELINE OF LOT THIRTY-TWO (32) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND THE EASTERLY PROLONGATION OF THE SOUTHERLY SIDELINE OF LOT TWENTY-EIGHT (28)

IN BLOCK TWENTY-THREE (23) OF SAID SOUTH ADDITION TO THE CITY OF LAS VEGAS.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION, FOR ROAD PURPOSES BY GRANT DEED RECORDED MARCH 25, 2002 IN BOOK 20020325, AS DOCUMENT NO. 01364, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT C
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"Agency" means the City of Las Vegas Redevelopment Agency.

"Board" means the governing body of the City of Las Vegas Redevelopment Agency.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution RA-4-99 adopted by the governing board of the Agency, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas Redevelopment Agency must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolution referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the Agency and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the Agency in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the Agency of any material change may result, at the option of the Agency, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
	Las Vegas ICE, LLC
Name	
Address	5655 S. Yosemite St. #301 Greenwood Village, CO 80111
Telephone	(303) 220-0500
EIN or DUNS	967744736

Block 2	Description
Subject Matter of Contract/Agreement:	Disposition and Development Agreement
RFP #:	N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Stephen M. Biagiotti	5655 S. Yosemite St #301 Greenwood Village, CO 80111	(303) 220-0500 x209
2.	Mark D. Canto	5655 S. Yosemite St #301 Greenwood Village, CO 80111	(303) 220-0500 x207
3.	Paula L. Woodward	5655 S. Yosemite St #301 Greenwood Village, CO 80111	(303) 779-4735
4.			
5.			
6.			
7.			
8.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ___________

Block 5	**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A
Date of Attached Document: ________________ Number of Pages: ________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Las Vegas ICE, LLC
By: SDA Inc., Manager

Stephen M. Biagiotti, President

3/21/11
Date

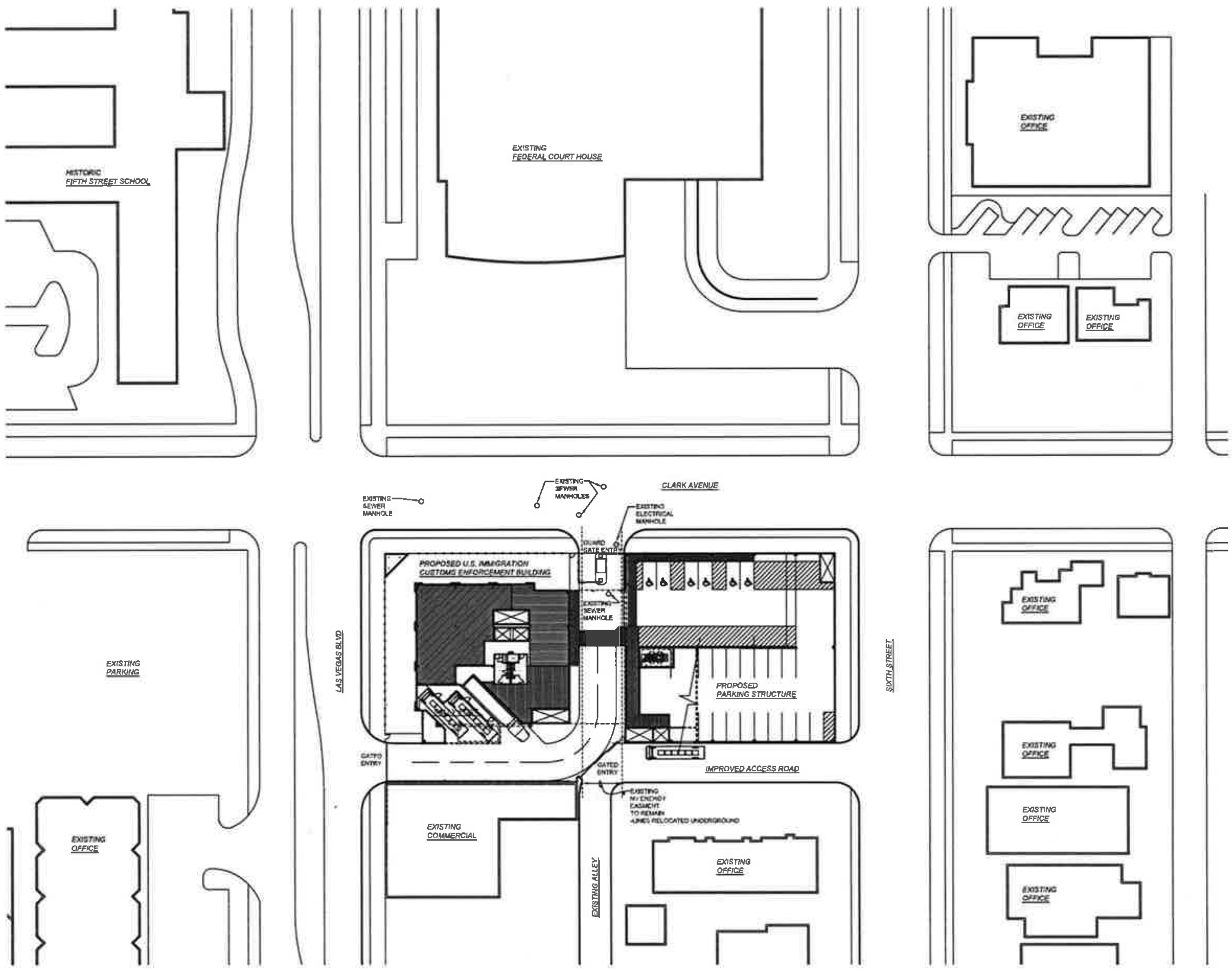
Subscribed and sworn to before me this 21st day of March, 2011.

Cortney C Myers
Notary Public

CORTNEY C. MYERS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08-14-2011

EXHIBIT D
PRELIMINARY SITE PLAN FOR THE PROJECT

EXHIBIT D FOLLOWS



OVERALL SITE PLAN WITH SURROUNDING SITES
SCALE: 1/32" = 1'-0"

Key Plan

Issued For:	Date:
Review	10.22.2010

Drawn	BJG
Checked	BJG
Approved	BJG

SDA INC.
5855 South Yosemite Street
Suite 301
Greenwood Village, CO 80111
P. (775) 322-2229
F. (775) 220-0596

3579 Red Rock Street
Las Vegas, Nevada 89103
P.(702) 370-7076
F. (702) 258-6326

Project Title

ICE
U.S. IMMIGRATION &
CUSTOMS
ENFORCEMENT
Las Vegas Blvd.
Las Vegas, Nevada

Sheet Title

Overall Site Plan

Project Number

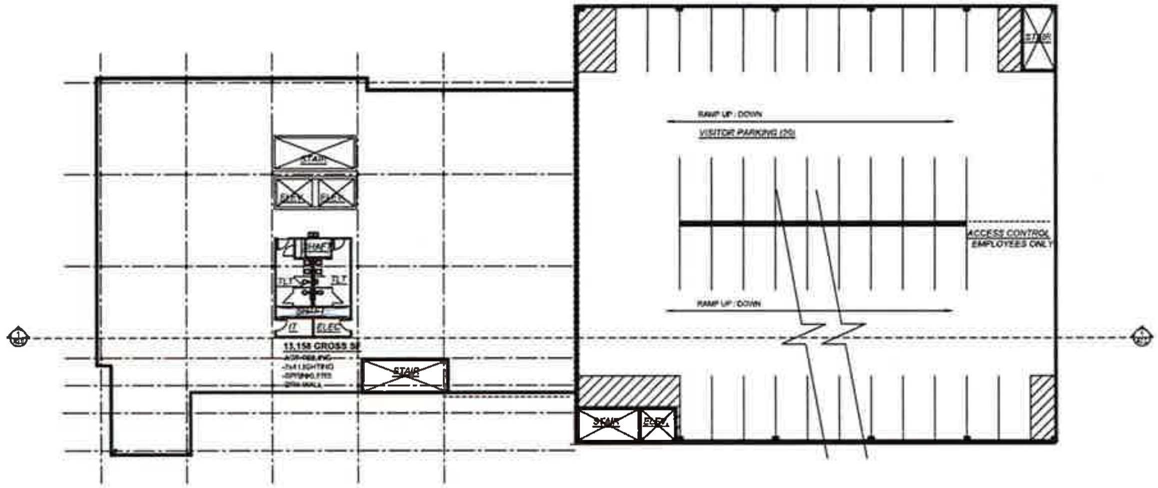
210018

Sheet Number

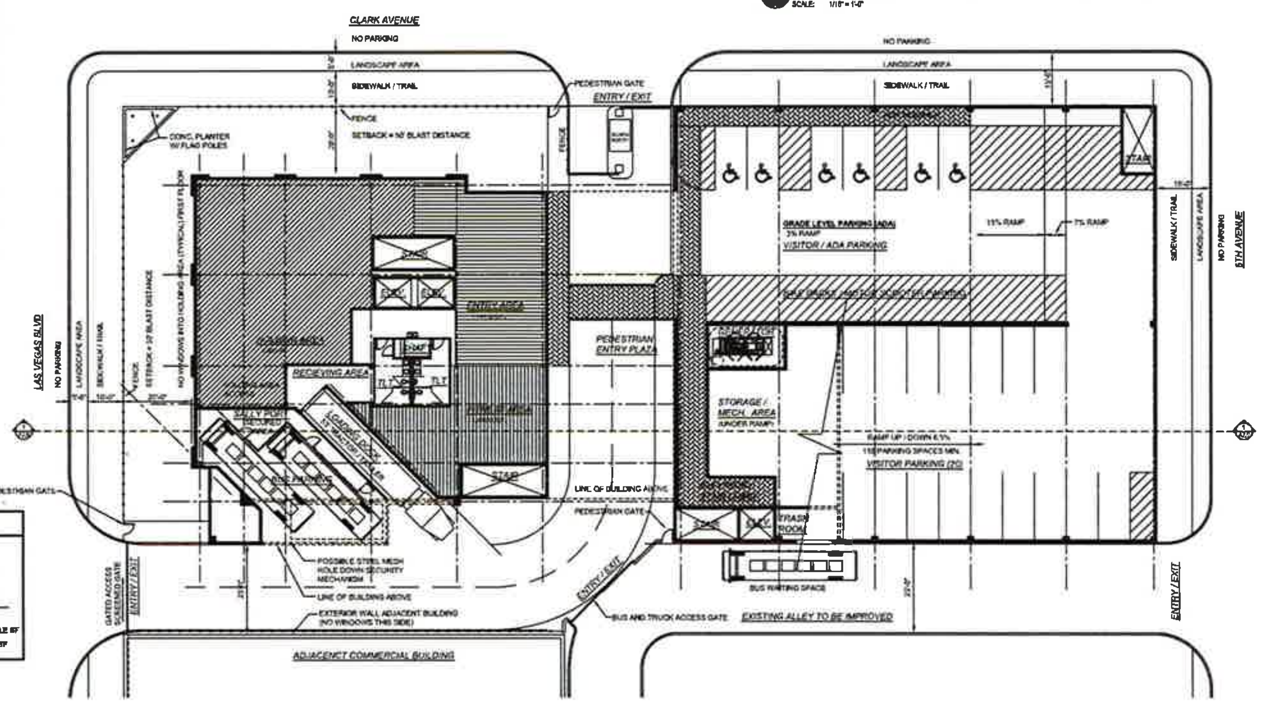
AS1.0

CONCEPTUAL NORTHEAST VIEW

CONCEPTUAL SOUTHEAST VIEW



PRELIMINARY FLOOR PLAN 2 - 5 (BLDG AREA = 13,158 SF)
SCALE: 1/16" = 1'-0"



PRELIMINARY FLOOR / SITE PLAN (RENTABLE BLDG SF GOAL = 58,909 SF)
SCALE: 1/16" = 1'-0"

AREA CALCULATIONS	
FIRST FLOOR	8,000 GROSS SF
SECOND FLOOR	13,158 GROSS SF
THIRD FLOOR	13,158 GROSS SF
FOURTH FLOOR	13,158 GROSS SF
FIFTH FLOOR	13,158 GROSS SF
TOTAL GROSS AREA	61,632 GROSS SF
RENTABLE AREA (-5 TO 8%)	58,500 +/- RENTABLE SF
USABLE AREA (-15 TO 18%)	51,000 +/- USABLE SF

Key Plan

Issued For:	Date
Review	12.18.2009
Review	12.31.2009
Review	02.21.2010
Review	02.25.2010
Review	02.26.2010
Review	10.06.2010
Review	10.12.2010
Review	10.22.2010

Drawn	BJG
Checked	BJG
Approved	BJG

SDA INC.
5855 South Yosemite Street
Suite 301
Greenwood Village, CO 80111
P. (773) 322-2229
F. (775) 220-0596

3573 Red Rock Street
Las Vegas, Nevada 89103
P.(702) 579-7076
F.(702) 258-6326

Project Title

ICE
U.S. IMMIGRATION & CUSTOMS ENFORCEMENT
Las Vegas Blvd.
Las Vegas, Nevada

Sheet Title

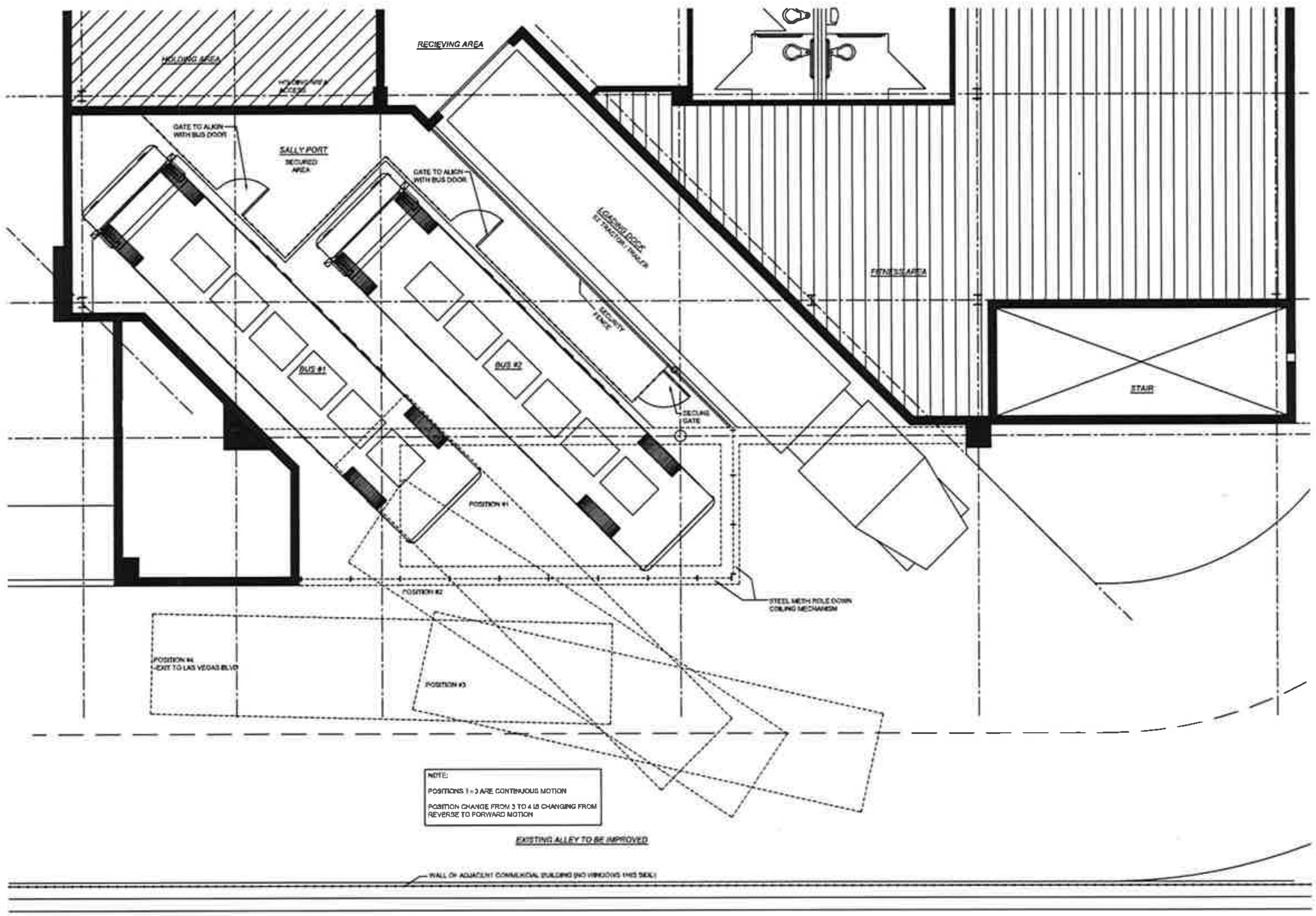
Preliminary Plans

Project Number

210018

Sheet Number

A1.0



SALLY PORT SECURITY EXHIBIT

SCALE: 1/8" = 1'-0"

Key Plan

Issued For:	Date:
Review	10.22.2019

Drawn	EJS
Checked	BJG
Approved	BJG

SDA INC.
5855 South Yosemite Street
Suite 301
Greenwood Village, CO 80111
P. (775) 322-2229
F. (775) 220-0596

3570 Red Rock Street
Las Vegas, Nevada 89103
P.(702) 870-7076
F.(702) 258-8328

Project Title

ICE
U.S. IMMIGRATION & CUSTOMS ENFORCEMENT
Las Vegas Blvd.
Las Vegas, Nevada

Sheet Title

Sally Port
Security Exhibit

Project Number

210018

Sheet Number

A1.1

EXHIBIT E

SCOPE OF DEVELOPMENT OF THE PROJECT

Developer shall build a five-story class A office building of approximately 60,000 square feet including a five story structured parking garage, to lease to the General Services Administration (GSA) for the administrative and executive offices of the U.S. Immigration and Customs Enforcement Agency (ICE) for a minimum lease term of fifteen (15) years and for not less than 58,909 square feet of leasable area consistent with the site development plan submitted to the City Planning Department on ____________, for consideration at the __________, 2011 City Planning Commission meeting and the ____________, 2011 City Council meeting. Any deviation from said site development plan or the conditions of the approval of such plan shall require written approval of the RDA.

EXHIBIT F
SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of this Agreement.	Not later than ten (10) calendar days from City Council approval of this Agreement.
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened escrow No. 09-12-0073-KR
Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Within twenty (20) calendar days of opening escrow
Approval of Title Report.	Within thirty (30) calendar days from Effective Date.
Expiration of Feasibility Review Period.	Not later than May 1, 2011.
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than sixty (60) calendar days from the Effective Date.
Review of basic concept drawings by City.	Not later than ninety (90) calendar days from the Effective Date.
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days from the Effective Date.
Submission of Developer's evidence of financing the Project pursuant to Section 5.	Ten (10) days prior to closing.
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval.
Issuance of City and other governmental permits necessary to commence construction.	Not later than start of construction or within six (6) months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.
Submission – Certificates of Insurance.	Not later than ten (10) days prior to start of construction
Payment of escrow deposit.	Receipt No. 157741 – February 16, 2010.

Balance of Purchase Price by Developer.	At Closing.
Execution by Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site Closing and conveyance	On or before October 1, 2011.
The Developer shall commence construction, which shall mean pouring of the footings as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing, or (ii) issuance of City and other governmental permits necessary to commence construction.
Completion of construction, as evidenced by a Certificate of Occupancy issued by the City.	Not later than twelve (12) calendar months following commencement of construction.
Upon written request by Developer and after completion of improvements as required by the Agreement, City shall furnish Developer with a Notice of Completion.	Not later than thirty (30) calendar days following the completion of construction.
Release of Quitclaim Deed by City.	Upon issuance of certificates of occupancy for the Project.

EXHIBIT G
CERTIFICATE OF COMPLETION

APN: 139-34-310-061, 139-34-310-062
139-34-710-001, 139-34-310-076
139-34-310-063

RECORDING REQUESTED BY:
City of Las Vegas Redevelopment Agency

AFTER RECORDING, MAIL TO:
City of Las Vegas Redevelopment Agency
Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

THIS NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT ("Notice") is made pursuant to the requirements of that certain Disposition and Development Agreement ("DDA") with an effective date of April 20, 2011, whereby the City of Las Vegas Redevelopment Agency, a public body organized and existing under the community development laws of the State of Nevada ("Grantor"), provided assistance to LAS VEGAS ICE, LLC a Nevada limited liability company ("Developer"), for construction and development of a certain project situated in the City of Las Vegas, Nevada, and described on the Attachment attached hereto and made a part hereof ("Site").

The DDA provides that (a) the RDA shall furnish the Developer with this Notice upon completion of all construction and development upon the Site that is required to be completed by the DDA, (b) this Notice shall be in such form as to permit it to be recorded in Recorder's Office of Clark County, and (c) this Notice shall be conclusively determined that the construction and development on the Site has been satisfactorily completed.

NOW, THEREFORE, the RDA agrees and does hereby certify that the construction and development on the Site has been fully and satisfactorily performed and completed in full compliance with the requirements of the DDA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the RDA has executed this Notice as of ________________.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ________________________________
OSCAR B. GOODMAN, Chairman

Attest: ______________________________
Beverly K. Bridges, MMC Secretary

LAS VEGAS ICE, LLC
By: SDA, Incorporated
Its: Managing Member

By: ____________________________
Stephen M. Biagiotti, President

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on ___________________, 2011, by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

____
NOTARY PUBLIC

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on ___________________, 2011, by Stephan M. Biagiotti as President of Las Vegas ICE, LLC.

____
NOTARY PUBLIC

ATTACHMENT
TO
NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT
LEGAL DESCRIPTION

PARCEL I:
LOTS FOUR (4), FIVE (5) AND SIX (6) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION, FOR ROAD PURPOSES BY GRANT DEED RECORDED JULY 14, 2004 IN BOOK 20040714, AS DOCUMENT NO. 0001833, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.
PARCEL II:
LOTS ONE (1) THROUGH THREE (3) INCLUSIVE IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.
EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION, FOR ROAD PURPOSES BY GRANT DEED RECORDED MARCH 25, 2002 IN BOOK 20020325, AS DOCUMENT NO. 01364, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.
PARCEL III:
LOT TWENTY-SEVEN (27) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND ALL THAT PORTION OF BLOCK “A” OF WARDIE ADDITION LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTHERLY SIDE LINE OF LOT TWENTY-SEVEN (27) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION AND NORTH OF THE EASTERLY PROLONGATION OF THE SOUTHERLY SIDE LINE OF LOT TWENTY-SEVEN (27) BLOCK TWENTY-THREE (23) OF SOUTH ADDITION.
PARCEL IV:
LOTS TWENTY-EIGHT (28) THROUGH THIRTY-TWO (32), INCLUSIVE, IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; AND THAT PORTION OF BLOCK “A” OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LYING BETWEEN THE EASTERLY PROLONGATION OF THE NORTH SIDELINE OF LOT THIRTY-TWO (32) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND THE EASTERLY

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EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF LAS VEGAS, A MUNICIPAL CORPORATION, FOR ROAD PURPOSES BY GRANT DEED RECORDED MARCH 25, 2002 IN BOOK 20020325, AS DOCUMENT NO. 01364, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

EXHIBIT H
GRANT, BARGAIN AND SALE DEED

APN: 139-34-310-061, 139-34-310-062
139-34-710-001, 139-34-310-076
139-34-310-063

RECORDING REQUESTED BY:
City of Las Vegas Redevelopment Agency

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:
Las Vegas ICE, LLC
c/o SDA, Inc.
The Denver Tech Center
5655 South Yosemite Street, Suite 301
Greenwood Village, Colorado 80111

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada ("Grantor"), hereby grants, bargains and sells to LAS VEGAS ICE, LLC, a Nevada limited liability company, whose address is 5655 South Yosemite Street, Suite 301 Greenwood Village, Colorado 80111 ("Grantee"), all right, title, and interest in the real property ("Property") legally described in the Attachment attached hereto and incorporated herein by this reference.

1. The Property is conveyed pursuant to a Disposition and Development Agreement ("Agreement") for the Property, entered into by and between Grantor and Grantee with an effective date of April 20, 2011. The conveyance herein is subject to the terms, covenants, and conditions set forth in the Agreement.

2. The Agreement provides, among other things, that Grantee's use, occupation, and development of the Property is subject to compliance with certain covenants, restrictions, and obligations and that Grantee's failure to perform thereunder may result in Grantor's exercising its rights to re-purchase, re-enter, and re-possess as set forth in the Agreement, provided, however, that Grantor's exercise of such rights shall not defeat, render invalid, or limit any mortgage, deed of trust or other security instrument not prohibited by the Agreement.

3. The absence from this deed of the covenants, restrictions, and obligations contained in the Agreement shall not work as a merger thereof into this deed to the exclusion of said covenants, restrictions, and obligations.

4. The conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject only to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

6. This Deed may be executed in counterparts.

IN WITNESS THEREOF, Grantor and Grantee have caused this instrument to be executed as of ___________________.

GRANTOR:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: ____________________________________
OSCAR B. GOODMAN, Chairman

Attest: _________________________________
Beverly K. Bridges, MMC Secretary

Approved as to form:

____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on ___________________, 2011, by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

____
NOTARY PUBLIC

ATTACHMENT
TO
GRANT, BARGAIN, AND SALE DEED
LEGAL DESCRIPTION

PARCEL I:
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LOTS TWENTY-EIGHT (28) THROUGH THIRTY-TWO (32), INCLUSIVE, IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; AND THAT PORTION OF BLOCK "A" OF WARDIE ADDITION TO LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, LYING BETWEEN THE EASTERLY PROLONGATION OF THE NORTH SIDELINE OF LOT THIRTY-TWO (32) IN BLOCK TWENTY-THREE (23) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE

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EXHIBIT I
QUITCLAIM DEED

APN: 139-34-310-061, 139-34-310-062
139-34-710-001, 139-34-310-076
139-34-310-063

RECORDING REQUESTED BY:
City of Las Vegas Redevelopment Agency

AFTER RECORDATION, MAIL TO,
AND SEND TAX BILLS TO:
City of Las Vegas Redevelopment Agency
Economic and Urban Development Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LAS VEGAS ICE, LLC, a Nevada limited liability company, does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada, the real property in the City of Las Vegas, Nevada, described on the Attachment attached hereto.

DATED: ______________________.

LAS VEGAS ICE, LLC
By: SDA, Incorporated
Its: Managing Member

By: ______________________________
Stephen M. Biagiotti, President

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on ____________________, 2011, by Stephen M. Biagiotti as President of Las Vegas ICE, LLC.

____
NOTARY PUBLIC

ATTACHMENT
TO
QUITCLAIM DEED
LEGAL DESCRIPTION

PARCEL I:
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EXHIBIT J
IRREVOCABLE ESCROW INSTRUCTIONS

____________________, 2011

Nevada Title Company
2500 N. Buffalo, Suite 240
Las Vegas, NV 89128

Re: Escrow No. 09-12-0073-KR
Nevada Title Company

Dear Sir or Madam:

Las Vegas ICE, LLC, a Nevada limited liability company ("Developer"), one of the undersigned, has entered into that certain Disposition and Development Agreement with and effective date of April 20, 2011 ("Agreement"), with the City of Las Vegas Redevelopment Agency ("RDA"), the other party to these instructions, providing for conveyance of a certain parcel of real property ("Site").

The Site is the subject of this escrow, these Irrevocable Escrow Instructions, and is described in the accompanying Quitclaim Deed ("Quitclaim Deed").

Section 10 of the Agreement provides that, at the time of conveyance of the Site, the Quitclaim Deed will be delivered to you together with these Irrevocable Escrow Instructions for the purpose of instructing you as to the disposition of the Quitclaim Deed.

In the event that you receive from the RDA a notice certifying that a copy of it said notice has been delivered concurrently to the Developer and stating that the City has given notice of the exercise of the RDA's remedy in Section 11 of the Agreement with respect to the Site and accompanied by satisfactory evidence that any mortgage existing thereon has been discharged or by funds sufficient to discharge such mortgage, you shall at the end of twenty (20) days after receipt of said notice record the Quitclaim Deed, provided, however, prior to recording the Quitclaim Deed you shall confirm that the Developer has received from the RDA the consideration required pursuant to the Agreement.

The undersigned, jointly and severally, and each of us to the extent that we may lawfully do so and to the extent of unencumbered, budgeted appropriations, hereby agree to defend, indemnify, and hold you harmless from any liability whatsoever, including attorneys' fees arising out of your carrying out these instructions.

In the event that you receive notice from the Developer certifying that a copy of the notice has been delivered concurrently to the City and stating that the Developer has completed the construction as provided in the Agreement, you shall at the end of twenty (20) after receipt of said notice return the Quitclaim Deed to the Developer, unless during the twenty (20) day period, the RDA objects on the basis that construction has not been completed pursuant to the Agreement.

In the event that you are advised by both parties hereto that the RDA's right to cause the Quitclaim Deed to be recorded has ended, you will forthwith return the Quitclaim Deed to the Developer.

These instructions may not be withdrawn or in any way amended, modified, or waived without the prior written consent of both of the parties hereto.

By its execution hereof and concurrent delivery of the executed Quitclaim Deed, the Developer hereby states that the Quitclaim Deed and these Irrevocable Escrow Instructions are evidence of an agreement to return the Site to the RDA and is not intended to terminate a security interest in the Site or the Project (as defined in the Agreement) which would be governed by NRS 106 or 107.

Please indicate your acceptance of, and agreement to carry out these instructions as indicated below.

CITY OF LAS VEGAS REDEVELOMENT AGENCY

By: ______________________________
OSCAR B. GOODMAN, Chairman

Attest: ________________________
Beverly K. Bridges, MMC Secretary

Approved as to form:

____
Date

LAS VEGAS ICE, LLC
By: SDA, Incorporated
Its: Managing Member

By: ____________________________
Stephen M. Biagiotti, President

________________________, on behalf of Nevada Title Company, hereby accepts and agrees to carry out these escrow instructions.

Nevada Title Company:

By:__________________________

Print Name: ____________________